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9 *Attorneys for Plaintiff,*  
10 *Charles Parker,*

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14 IN THE UNITED STATES DISTRICT COURT  
15 FOR THE DISTRICT OF ARIZONA

16 Charles Parker,  
17 Plaintiff,

Case No.:

18 vs.  
19  
20 Experian Information Solutions, Inc.,  
21 an Ohio corporation.

**COMPLAINT**

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28 **JURY TRIAL DEMAND**

1 NOW COMES THE PLAINTIFF, CHARLES PARKER, BY AND  
2 THROUGH COUNSEL, TRINETTE G. KENT, and for his Complaint against the  
3 Defendant, pleads as follows:

5 **JURISDICTION**

6 1. Jurisdiction of this court arises under 15 U.S.C. §1681p, 15 U.S.C. §1692k(d)  
7 and 28 U.S.C. §§1331,1337.

9 2. This is an action brought by a consumer for violation of the Fair Credit  
10 Reporting Act (15 U.S.C. §1681 et. seq [hereinafter “FCRA”]).

12 **VENUE**

14 3. The transactions and occurrences which give rise to this action occurred in the  
15 City of Chandler, Maricopa County, Arizona.

17 4. Venue is proper in the District of Arizona, Phoenix Division.

18 **PARTIES**

20 5. The Defendant to this lawsuit is Experian Information Solutions, Inc.  
21 (“Experian”), which is an Ohio company that maintains a registered agent in  
22 Maricopa County, Arizona.

## **GENERAL ALLEGATIONS**

6. In April 2015, Plaintiff obtained his Experian credit file and noticed inaccuracies on four different trade lines known as Bank of America with account number 2XXX, Chase Auto with account number 1072801515XXXX, Verizon with account number 7712430460XXXX and Wells Fargo with account number 446542XXXX (“Errant Trade Lines”).
7. On or about April 10, 2015, Mr. Parker submitted a letter to Experian disputing the Errant Trade Lines.
8. On or about April 23, 205, Mr. Parker received a letter from Experian stating that it received a suspicious request and determined that it was not sent by Mr. Parker. Experian stated that it would not be initiating any disputes based on the suspicious correspondence and that it would apply this same policy to any future suspicious requests that it received.
9. Experian refused to investigate Mr. Parker’s dispute, in violation of the Fair Credit Reporting Act.

## COUNT I

# NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY EXPERIAN

10. Plaintiff realleges the above paragraphs as if recited verbatim.

11. Defendant Experian prepared, compiled, issued, assembled, transferred,

published, and otherwise reproduced consumer reports regarding Mr. Parker as that term is defined in 15 USC 1681a.

12. Such reports contained information about Mr. Parker that was false, misleading, and inaccurate.

13. Experian negligently failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information it reported to one or more third parties pertaining to Mr. Parker, in violation of 15 USC 1681e(b).

14. After receiving Mr. Parker's consumer dispute to the Errant Trade Lines,

Experian negligently failed to conduct a reasonable reinvestigation as required by 15 U.S.C. 1681i.

15. As a direct and proximate cause of Experian's negligent failure to perform its duties under the FCRA, Mr. Parker has suffered actual damages, mental anguish and suffering, humiliation, and embarrassment.

1 16. Experian is liable to Mr. Parker by reason of its violation of the FCRA in an  
2 amount to be determined by the trier fact together with his reasonable attorneys'  
3 fees pursuant to 15 USC 1681o.  
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7 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
8 against Experian for actual damages, costs, interest, and attorneys' fees.  
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**COUNT II**

11 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
12 **BY EXPERIAN**

13 17. Plaintiff realleges the above paragraphs as if recited verbatim.  
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16 18. Defendant Experian prepared, compiled, issued, assembled, transferred,  
17 published, and otherwise reproduced consumer reports regarding Mr. Parker as  
18 that term is defined in 15 USC 1681a.  
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21 19. Such reports contained information about Mr. Parker that was false, misleading,  
22 and inaccurate.  
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25 20. Experian willfully failed to maintain and/or follow reasonable procedures to  
26 assure maximum possible accuracy of the information that it reported to one or  
27 more third parties pertaining to Mr. Parker, in violation of 15 USC 1681e(b).  
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30 21. After receiving Mr. Parker's consumer dispute to the Errant Trade Lines,  
31 Experian willfully failed to conduct a reasonable reinvestigation as required by  
32 15 U.S.C. 1681i.  
33  
34

1 22. As a direct and proximate cause of Experian's willful failure to perform its  
2 duties under the FCRA, Mr. Parker has suffered actual damages, mental  
3 anguish and suffering, humiliation, and embarrassment.  
4

5 23. Experian is liable to Mr. Parker by reason of its violations of the FCRA in an  
6 amount to be determined by the trier of fact together with his reasonable  
7 attorneys' fees pursuant to 15 USC 1681n.  
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10 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
11 against Experian for the greater of statutory or actual damages, plus punitive damages,  
12 along with costs, interest, and attorneys' fees.  
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15 **JURY DEMAND**  
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17 Plaintiff hereby demands a trial by Jury.  
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20 DATED: June 30, 2015

KENT LAW OFFICES

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23 By: /s/ Trinette G. Kent  
24 Trinette G. Kent  
25 Attorneys for Plaintiff,  
26 Charles Parker  
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